# **EXHIBIT**

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1 2 3 4 5 6 7 IN THE SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY 8 9 DEBORAH WHITE AND NO. CHRISTOPHER WHITE, 10 COMPLAINT FOR VIOLATIONS OF 15 Plaintiffs, U.S.C. § 1692 ET SEQ. AND RCW 11 CHAPTERS 19.16 AND 19.86 ET SEQ. VS. 12 SKAGIT BONDED COLLECTORS, LLC 13 Defendant. 14 15 COME NOW Plaintiffs, Deborah White and Christopher White, by and through counsel, 16 who allege: 17 I. PARTIES AND JURISDICTION 18 Plaintiffs Deborah and Christopher White are a married couple who reside in 1. 19 Washington State. .20 Defendant SKAGIT BONDED COLLECTORS, LLC ("SBC"), a Washington 2. 21 Limited Liability Company, UBI #601-584-019, is a debt collector and licensed collection 22 agency doing business in Washington, and who repeatedly attempted to collect an alleged debt 23 from the Plaintiffs. SBC's registered agent is Jeannie Englund, 1520 E COLLEGE WAY, ANDERSON | SANTIAGO Complaint - 1 787 MAYNARD AVES SEATTLE WA 98104 (206) 395-2665/F (206) 395-2719

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MOUNT VERNON, WA, 98273.

 Jurisdiction over Defendant is proper as Defendant is doing business in Washington State and venue is appropriate in King County, Washington.

#### II. FACTS

- 4. Plaintiffs were married on August 20, 2016. In August 2020, Plaintiffs entered into a contract to purchase a bigger home for their growing family, and deposited earnest money to secure performance. The home was still under construction, and closing was scheduled to occur approximately at year-end.
- 5. On October 7, 2020 (on their youngest child's birthday, no less), to the shock and dismay of Plaintiffs, they learned that Mr. White's wages were being garnished. Plaintiffs ultimately learned that the garnishment related to a 2010 judgment and was issued by Skagit Bonded Collectors, LLC, Defendant herein. A copy of the writ of garnishment is attached hereto as **Exhibit A**.
- 6. For the pay period ending October, 1, 2020 Mr. White's paycheck reflected a \$356.59 deduction for SBC's writ of garnishment, and for the pay period ending October 15, 2020, \$363.25 was withheld.
- 7. The garnishment greatly imperiled Plaintiffs' ability to purchase the home for which they were under contract, as their lender informed Plaintiffs that they would no longer qualify for the loan (due to the debt/income ratio) with SBC's garnishment. The financial pressure faced by Plaintiffs was extreme, as a failure to complete the purchase would result in the loss of their earnest money as well as the inability to raise their children in a suitably-sized home.

# The 2010 Collection Lawsuit and Judgment

- 8. Evidently, the basis of the garnishment was a 2010 Snohomish County District Court lawsuit, case no. C101101, against Christopher White individually. Although the caption included a "Jane Doe," no party was ever substituted, and a default judgment was ultimately entered against Mr. White on May 17, 2010 for \$2,971.29.
- Though Mr. White was unaware of any such lawsuit until the 2020 garnishment,
   it did not appear there was any lawful basis to challenge the entry of judgment.
- 10. The underlying cause of action concerned a debt owed by Christopher White's exwife for unpaid homeowner's association dues. Though Mr. White received no benefit from any such dues (as he did not reside with his former spouse during the time the debt was incurred), apparently SBC believed that Mr. White (by virtue of his marriage) could be held singularly liable for such debts. (Indeed, the only evidence ever submitted by SBC in the district court exclusively bore the name of Mr. White's former spouse.)

### The 2020 Extension of Judgment in Superior Court

- 11. In any event, as the judgment neared expiration, in May 2020, SBC timely moved to extend the judgment and, at the same time, transferred the judgment to Snohomish County Superior Court. The judgment extension was signed on May 3, 2020. See Exhibit B (motion and order extending judgment).
- 12. The combined motion and order identified the principal judgment amount \$2,971.29), accrued interest (\$3,343.18) and the filing fee (\$230.00). It also articulated the applicable interest rate as either 9% for consumer debt, or 12% for non-consumer debt. As there is plainly no dispute that the HOA dues were consumer debt, the applicable rate as stated on the May 3, 2020 judgment extension was 9%.

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- 13. Nevertheless, in SBC's affidavit for writ of garnishment, it falsely represented that the applicable rate of interest was 12%. See Exhibit C (affidavit in support of writ).

  Notably, SBC identified the debt as "consumer" debt in the writ itself (thus meaning that a 9% interest rate would apply). See Exhibit A.
- 14. SBC also did not sign the affidavit for writ of garnishment as required by RCW 6.27.060, in that an affidavit is required, which itself mandates either a notarized signature or statutorily-compliant declaration (also requiring a signature). See Exhibit C.
- 15. During this time, SBC appears to have complied with Governor Inslee's proclamations related to the pandemic, and thus did not accrue as much interest as would occur absent such proclamations.

# The Judgment is Separate Debt and Plaintiffs' Wages Cannot be Garnished

- 16. SBC obtained a judgment against Christopher White in 2010, a judgment which constitutes "separate debt" under Washington's community property rules. See, e.g., Persilver v. Merchants Credit Corp., 2020 WL 4582188 at \*2 (W.D. Wash. Aug. 10, 2020).
- Property acquired after marriage (such as wage income) is community property.
   RCW 26.16.030.
- 18. RCW 26.16.200 provides that the wages of either spouse may not be garnished for separate debts of either spouse.
- 19. Consequently, it is black-letter law that SBC may not garnish either Plaintiff's wages for the judgment debt.

# SBC's Unlawful Collection Tactics Ramp Up By Refusing to Release the Garnishment

20. Upon receipt of the garnishment on or about October 7, 2020, Plaintiffs immediately contacted SBC by phone to understand the nature of the alleged debt.

- 21. Though Plaintiffs are not legally-trained, their concern that Mr. White's wages could not be garnished was, in fact, legally correct. After numerous phone calls with SBC, on October 15, 2020, Plaintiffs sent a letter which enclosed a copy of their marriage certificate, proving their 2016 marriage date. *See* Exhibit D (10-15-20 letter). The letter was sent by fax at a cost of \$4.95.
- 22. In a subsequent phone call, SBC confirmed receipt of the letter, but informed Plaintiffs that the garnishment would continue unless the judgment was paid in full.
- 23. SBC's actions placed Plaintiffs in a difficult financial situation. Though the garnishment was plainly unlawful, SBC's refusal to terminate the garnishment meant that Plaintiffs would be unable to qualify for the loan to purchase their home (for which they were under contract to do so, and would lose \$10,000 in earnest money for failing to perform). Mr. White had no separate property of any value, and Ms. White was not inclined to divert their family's limited resources (all of which were community property) to paying SBC for a debt which originated many years before Plaintiffs had even met one another.
- 24. In short, to save the purchase of their home and avoid even harsher financial consequences, Plaintiffs would have to accede to SBC's unlawful demand (that the judgment be paid in full) in order to terminate the garnishment.
- 25. In late October 2020, Plaintiffs decided that to stop SBC's unlawful garnishment, they had no choice but to do what SBC directed and pay the judgment in full. Plaintiffs contacted SBC by phone, under protest, to request the total balance on the judgment so that Plaintiffs could pay and save their new home.

# SBC Doubles Down on its Unlawful Tactics by Strong-Arming Payment

26. On October 30, 2020, in response to the request for a current balance, SBC sent

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Plaintiffs a letter which confusingly stated that the judgment balance was \$7,057.29, but also coyly stated that "we attached a Settlement Agreement for \$7042.18" and instructed Plaintiffs to sign and return. See Exhibit E (10-30-20 letter from SBC).

- 27. Firstly, this was outright confusing (and also false); SBC had represented that the balance on the judgment just one month earlier was \$6,662.74 (see Exhibit C), and SBC had not obtained any order from the Superior Court awarding additional fees or costs. Thus, it is unclear how either the balance of the judgment or any settlement would result in SBC expecting anyone to pay more than was actually owed.
- 28. Second, it was unclear what the point of a "settlement agreement" would be, when Plaintiffs had already stated they would pay the judgment in full, as a consequence of SBC's unlawful tactics.
- 29. Plaintiffs subsequently called SBC to discuss the matter, and were falsely informed by SBC's representative that "it was the law" that Plaintiffs needed to sign the settlement agreement in order to pay the judgment.
- 30. As Plaintiffs simply needed the matter concluded, on November 6, 2020, Plaintiffs sent a letter and included a cashier's check made payable to Defendant for \$7,200.00 to ensure that, regardless of any other interest accrual, the judgment would be paid in full, even under SBC's inflated amounts which included costs and fees which were not actually owed. See Exhibit E (11-6-20 letter from Plaintiffs).

#### SBC Attempts to Extort a Release of Liability

31. Despite (A) SBC's unlawful garnishment which (B) coerced Plaintiffs into paying the entirety of a judgment under threat of further unlawful conduct by SBC, and (C) Plaintiffs' tender of a \$7,200.00 cashier's check to SBC for more than the amount of the judgment, SBC

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informed Plaintiffs by phone that it would not honor the check and would continue its collection efforts unless Plaintiffs also signed a "Settlement Agreement."

- 32. Subsequently, on November 13, 2020, SBC, in possession of a \$7,200.00 cashier's check from Plaintiffs, sent Plaintiffs a letter stating that the balance on the judgment was \$7,066.39 and that the attached settlement agreement must be signed and returned by November 12, 2020, which was obviously impossible. A copy of this letter is attached as Exhibit F.
- 33. Plaintiffs, facing potential loss of their earnest money, home, or both, were given no option other than to accede to SBC's unlawful demand that a settlement agreement also be signed in addition to the payment in full. Under economic duress, Plaintiffs had no meaningful choice other than to sign the unlawful agreement, procured by duress and illegal activity. The document was signed and returned as instructed.
- 34. Thus, in addition to being procured under duress, the document was void for lack of consideration and/or was illusory.

#### Summary

- 35. In conclusion, although SBC had an existing judgment from 2010 against Christopher White, under black-letter Washington law, such a judgment was uncollectible from Mr. White's wages because of his 2016 marriage to Deborah White. This was particularly problematic for the Plaintiffs because they had recently entered into a contract to purchase a home, and the wage garnishment specifically prevented them from obtaining a loan, thus jeopardizing their earnest money and purchase. Even absent the home purchase, having wages garnished illegally is a tremendous hardship in and of itself.
  - 36. SBC's conduct was wrongful for a litany of reasons, but the persistent and illegal

garnishment was only the beginning. SBC leveraged its unlawful acts into payment in full of the judgment, which SBC could not otherwise lawfully obtain, as Plaintiffs' assets were entirely community property assets unavailable to SBC. Then, once it had extorted payment in full, SBC took it one step further by placing conditions on full payment, and demanding that Plaintiffs waive their rights in exchange for paying SBC, which is one of the most abusive debt collection practices conceivable.

37. As a result of SBC's actions detailed above, Plaintiffs have incurred expenses in dealing with SBC (including but not limited to paying the judgment from community funds), seeking and retaining counsel in connection with ascertaining their legal rights and responsibilities, and have suffered financial uncertainty, unease, and distress caused by the false, improper, and confusing nature of the collection efforts.

#### III. CAUSES OF ACTION

# GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

- 38. With respect to the alleged debt, Plaintiffs are consumers as defined by 15 U.S.C. § 1692a(3) and Defendant is a debt collector as defined by 15 U.S.C. § 1692a(6).
- 39. With respect to the alleged debt, Plaintiffs are "debtors" as defined by RCW19.16.100(7) and Defendant is a collection agency as defined by RCW 19.16.100(4).
- 40. For claims arising under the Fair Debt Collection Practices Act, such claims are assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499 F.3d 926, 934 (9th Cir. 2007).

#### Count 1 (and all subcounts)

41. A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. 15 U.S.C. § 1692e. This includes the false

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- 42. Defendant used false, deceptive, or misleading representations or means in connection with the collection of an alleged debt when it:
  - Sought and obtained a garnishment against Mr. White's wages, despite the statutory prohibition (that wages are unavailable for execution on separate debts);
  - b) Sought a garnishment with an unsigned document, in violation of the statutory requirements of an affidavit (or declaration) and which also falsely stated the applicable interest rate as 12% (instead of 9%);
  - c) Made numerous misrepresentations about the law to Plaintiffs by phone, including but not limited to statements that SBC could continue garnishing Mr. White's wages and that Plaintiffs were required to sign a "settlement agreement" by law;
  - d) Stated that a settlement agreement was required, despite receiving \$7,200.00 which exceeded any amounts owed;
  - e) Falsely represented that fees and costs related to the unlawful garnishment were somehow presently due and owing.
- 43. Therefore, Defendant violated 15 U.S.C. § 1692e, and/or its subsections, on numerous occasions.

#### Count 2 (and all subcounts)

44. A debt collector may not use unfair or unconscionable means to collect or attempt

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to collect any debt. 15 U.S.C. § 1692f.

- 45. Plaintiffs reallege the paragraphs within Count I, *supra*, as constituting unfair and unconscionable means to collect a debt.
- 46. In summary, the Defendant therefore violated 15 U.S.C. § 1692f and/or § 1692f(1) on a significant number of occasions.

# GENERAL ALLEGATIONS APPLICABLE TO ALL CPA CLAIMS

- 47. Violations of RCW 19.16.250 are per se violations of the Consumer Protection Act ("CPA"), RCW chapter 19.86. See RCW 19.16.440. RCW 19.86.090 provides for treble damages (to a limit of \$25,000) and attorney's fees.
- 48. Because RCW Chapter 19.16 is enforced through RCW 19.86 et seq., the below counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.
- 49. Even minimal or nominal damages constitute "injury" under the CPA. *Panag*, 166, Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even "unquantifiable damages" suffice to establish "injury" for purposes of the CPA. *Id.* (citing *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

#### Count 3

- 50. RCW 19.16.250(21) prohibits the collection, or attempted collection, of any amounts in addition to the principal of a claim other than allowable interest, collection costs, or handling fees expressly authorized by statute, and, in the case of suit, attorney's fees and taxable court costs.
  - 51. Here, Defendant repeatedly demanded money for amounts not owed, primarily

<sup>&</sup>lt;sup>1</sup> See Panag v. Farmers Ins. Co. of Wash., 166 Wn.2d 27, 53 (2009) ("Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA...").

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- 62. Here, SBC applied pressure to Plaintiffs by garnishing (and refusing to release) Mr. White's wages unlawfully. Even assuming the validity of the underlying judgment, Mr. White had no separate assets of consequence and SBC could not have lawfully obtained payment (but for its unlawful tactics) from marital community assets belonging to Plaintiffs.
- 63. SBC exploited Plaintiffs' vulnerability in that Plaintiffs stood to lose a substantial amount of earnest money (and the home itself) if they were unable to complete the home purchase, and SBC's garnishment prevented such a purchase (because Plaintiffs could no longer qualify for a loan).
- 64. Finally, as Plaintiffs were scheduled to close on their home within two months, it would have not only been time-prohibitive, but also cost-prohibitive for Plaintiffs to have initiated and concluded litigation concerning the propriety of the garnishment, as well as whether the entire amount could be collected from the marital community and/or whether an extortionate "settlement agreement" was proper.
- 65. Thus, Defendant is liable for economic duress and/or business compulsion for the entire amount paid by Plaintiffs, as well as all incidental expenses thereto.

#### Request for Injunctive Relief

- 66. A plaintiff may seek injunctive relief for violations of the Consumer Protection Act. RCW 19.86.090.
- 67. Plaintiffs do seek injunctive relief from this Court which would enjoin Defendant from collecting debts in the manner described above from both Plaintiffs and any other person similarly situated. *Scott v. Cingular Wireless*, 160 Wn. 2d 843, 853 (2007).
- 68. Specifically, Plaintiffs seek an injunction prohibiting Defendant from its unlawful collection tactics, including but not limited to demanding money that is not owed, collecting

debts by illegal wage garnishments, and misinforming debtors about the law. 1 Plaintiffs have reason to believe these actions may constitute a pattern and 2 practice of behavior and have impacted other individuals similarly situated. 3 Injunctive relief is necessary to prevent further injury to Plaintiffs and to the 4 70. 5 Washington public as a whole. Injunctive relief should therefore issue as described herein. 6 71. 7 IV. PRAYER FOR RELIEF 8 WHEREFORE, Plaintiffs pray: 9 1. For Judgment against Defendants for actual damages. 2. For statutory damages of \$1,000.00, for FDCPA violations. 10 For statutory damages of \$2,000.00 per violation, for Washington Collection 3. 11 Agency Act and Consumer Protection Act violations. For treble damages, pursuant to RCW 19.86.090, calculated from the damages 12 4. determined by the court. 13 For costs and reasonable attorney's fees as determined by the Court pursuant to 14 15 U.S.C. 1692k(a)(3). For injunctive relief pursuant to RCW 19.86.090 as described above. 15 6. 16 Respectfully submitted this 20th day of April, 2021. 17 18 ANDERSON SANTIAGO, PLLC 19 By: 20 T. Tyler Santiago, WSBA No. 46004 Jason D. Anderson, WSBA No. 38014 21 Attorneys for Plaintiffs 787 Maynard Ave. S. 22 Seattle, WA 98104 (206) 395-2665 23 (206) 395-2719 (fax)

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EXHIBIT A

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6	SNOHOMISH COUNTY SUPERIOR COURT, STATE	OF WASHINGTON	
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'	SB&C, LTD aka SKAGIT BONDED COLLECTORS, L.L.C.,	No.: 10-2-07879-5	
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١	- Plaintiff,	WRIT OF GARNISHMENT FOR	
9		SIXTY (60) DAYS CONTINUING LIEN ON'	
	vs.	EARNINGS & PAYMENTS	
10	CHRISTOPHER WHITE aka CHRISTOPHER LEE WHITE and JANE	UNDER CONTRACT	
	DOE, his spouse,		
11		This garnishment is	
	Defendant(s).	based on a judgment or order for:	
12		[ ] child support.	
13.	THE BOEING COMPANY dba BOEING	[] private student	
13	Garnishee	loan debt	
1	Garnishee		
14		[X] consumer debt	
14	THE STATE OF WASHINGTON TO. THE BOFING COMPANY dba	[X] consumer debt	
14	THE STATE OF WASHINGTON TO: THE BOEING COMPANY dba E		
	Garnishee		
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15 16 17 18 19 20 21 22 23	AND TO: _CHRISTOPHER WHITE SS#: ***-**-1315.  The above-named plaintiff has applied for a writyou, claiming that the above-named defendant is indefined the amount to be held to satisfy that indebtedness is Balance on Judgment(s) Taxable Costs and Attorney Fees: Accrued Interest: Interest from 04/23/2020 to 09/21/20: Estimated Garnishment Costs: Filing Fee \$20.00 Service and Affidavit Fees \$0.00 Postage and Costs of Certified Mail \$17.25 Garnishment Attorney Fee \$300.00 Exparte Fee \$30.00 Total Costs Plus Estimated Interest (0.70/day*90 days): TOTAL  WRIT OF GARNISHMENT -]- CRAIG E. SkagitLaw #5568215-RAQ 6502	\$ 367.25 \$ 63.00 \$ 7078.29 \$ 63.57	

THIS IS A WRIT FOR A CONTNIUING LIEN. THE GARNISHEE SHALL HOLD the nonexempt portion of the defendant's earnings due at the time of service of this writ and shall also hold the defendant's nonexempt earnings that accrue through the last payroll period ending on or before SIXTY days after the date of service of this writ. HOWEVER, IF THE GARNISHEE IS PRESENTLY HOLDING THE NONEXEMPT PORTION OF THE DEFENDANT'S EARNINGS UNDER A PREVIOUSLY SERVED WRIT FOR A CONTINUING LIEN, THE GARNISHEE SHALL HOLD UNDER THIS WRIT only the Defendant's nonexempt earnings that accrue from the date the previously served writ or writs terminate and through the last payroll period ending on or before the 60 days after the date of termination of the previous writ or writs. IN EITHER CASE, THE GARNISHEE SHALL STOP WITHOHOLDING WHEN THE SUM WITHHELD EQUALS THE AMOUNT STATED IN THIS WRIT OF GARNISHMENT.

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YOU ARE HEREBY COMMANDED, unless otherwise directed by the court, by the attorney of record for the plaintiff, or by this writ; not to pay any debt, whether earnings subject to this garnishment or any other debt, owed to the defendant at the time this writ was served and not to deliver, sell, or transfer, or recognize any sale or transfer of, any personal property or effects of the defendant in your possession or control at the time when this writ was served. Any such payment, delivery, sale, or transfer is void to the extent necessary to satisfy the plaintiff's claim and costs for this writ with interest.

YOU ARE FURTHER COMMANDED to answer this writ according to the instructions in this writ and in the answer forms and, within twenty days after the service of the writ upon you, to mail or deliver the original of such answer to the court, one copy to the plaintiff or the plaintiff's attorney, and one copy to the defendant, at the addresses listed at the bottom of this writ.

If, at the time this writ was served, you owed the defendant any earnings (that is, wages, salary, commission, bonus, tips or other compensation for personal services or any periodic payments pursuant to a nongovernmental pension or retirement program), the defendant is entitled to receive amounts that are exempt from garnishment under federal and state law. You must pay the exempt amounts to the defendant on the day you would customarily pay the compensation or other periodic payment. As more fully explained in the answer, the basic exempt amount is the greater of 75% of disposable earnings or a minimum amount determined by reference to the employee's pay period, to be calculated as provided in the answer.

However, if this writ carries a statement in the heading of "This garnishment is based on a judgment or order for:"

ם "child support," the basic exempt amount is 50 percent of.

disposable earnings; or "private student loan debt," the basic exempt amount is the

greater of 85 percent of disposable earnings or 50 times the minimum hourly wage of the highest minimum wage law in the state at the time the earnings are payable; or

"consumer debt," the basic exempt amount is the greater of 80 percent of disposable earnings or 35 times the state minimum hourly wage.

YOU MAY DEDUCT A PROCESSING FEE FROM THE REMAINDER OF THE EMPLOYEE'S EARNINGS AFTER WITHHOLDING UNDER THIS WRIT. THE PROCESSING FEE MAY NOT EXCEED WRIT OF GARNISHMENT CRAIG E. CAMMOCK SkagitLawGroup, PLLC 360-336-

6502

#5568215-RAQ

P.O. Box 1048 Mount Vernon, WA 98273

TWENTY DOLLARS FOR THE FIRST ANSWER AND TEN DOLLARS AT THE TIME YOU SUBMIT THE SECOND ANSWER. 2 If you owe the defendant a debt payable in money in excess of the amount set forth in the first paragraph of this writ, hold only the amount set forth in the first paragraph and any processing fee, if one is charged, and release all additional funds or property to defendant. IF YOU FAIL TO ANSWER THIS WRIT AS COMMANDED, A JUDGMENT MAY BE ENTERED AGAINST YOU FOR THE FULL AMOUNT OF THE PLAINTIFF'S CLAIM AGAINST THE DEFENDANT WITH ACCRUING INTEREST, ATTORNEY FEES, AND COSTS WHETHER OR NOT YOU OWE ANYTHING TO THE DEFENDANT. IF YOU PROPERLY ANSWER THIS WRIT, ANY JUDGMENT AGAINST YOU WILL NOT EXCEED THE AMOUNT OF ANY NONEXEMPT DEBT OR THE VALUE OF ANY NONEXEMPT PROPERTY OR EFFECTS IN YOUR POSSESSION OR CONTROL. 7 JUDGMENT MAY ALSO BE ENTERED AGAINST THE DEFENDANT FOR COSTS AND FEES 8 INCURRED BY THE PLAINTIFF. BRUCE I. WEISS 9 WITNESS, the Honorable , Judge of the aboveentitled Court, and the seal thereof, this \_\_\_\_\_ day of SFP 2 5 2020 LO 20 HEIDI PERCY SNOHOMISH COUNTY CLERK 11 SNOHOMISH COUNTY SUPERIOR COURT CLERK 3000 ROCKEFELLER AVENUE MIS 605 12 EVERETT WA 98201 13 J. Siverson 14 DEPUTY CLERK # 15 16 CRAIG E. CAMMOCK, WSBA #24185 17 Attorney for Plaintiff P.O. Box 1048 18 Mount Vernon, WA 98273 19 Address of the Clerk of the Court: SNOHOMISH COUNTY SUPERIOR COURT CLERK 3000 ROCKEFELLER AVENUE EVERETT, WA 98201 21 22 Name and Address of the Defendant: CHRISTOPHER WHITE 23 4500 HARBOUR POINTE BLD #317 MUKILTEO, WA 98275 24 25 WRIT OF GARNISHMENT CRAIG E. CAMMOCK SkagitLawGroup, PLLC 360-336-#5568215-RAQ 6502 P.O. Box 1048 Mount Vernon, WA 98273

**EXHIBIT B** 

18-2-07070-8
ONEXTJD 2
Order Extension Judgment
5445509

FILED

2020 MAY -5 PM 4: 23

HEIDI PERCY COUNTY CLERK SNOHOMISH CO. WASH

SNOHOMISH COUNTY SUPERIOR COURT, STATE OF WASHINGTON

SB&C, LTD aka SKAGIT BONDED COLLECTORS, L.L.C.,

No.: 10-2-07879-5

Plaintiff,

VS.

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MOTION AND ORDER FOR EXTENSION OF JUDGMENT PER RCW 6.17.020

CHRISTOPHER WHITE aka CHRISTOPHER LEE WHITE and JANE DOE, his spouse,

ORIGINAL

Defendant(s),

#### JUDGMENT SUMMARY

- 1. Judgment Creditor: SB&C, LTD aka SKAGIT BONDED COLLECTORS, L.L.C.
- 2. Judgment Debtors: CHRISTOPHER WHITE aka CHRISTOPHER LEE WHITE and JANE DOE, his spouse,

3. Previous Judgment Amount:	\$2971.29

- 4. Additional legal/garn costs: \$ 40.00
- 5. Post Judgment Interest thru 04/23/20: \$ 3343.18
- 6. Less Payments and Credits: \$\_0.00
- 7. Sub-total: \$6354.47
- 8. Filing fee to extend judgment pursuant to RCW 6.17.020 \$ 230.00

TOTAL \$6584.47

For consumer debt, the Total Judgment Amount Shall Bear Interest at the rate of 9% per annum. For non-consumer debt, the Total Judgment Amount Shall Bear Interest at the rate of 12% per annum.

Attorney for Judgment Creditor: CRAIG E. CAMMOCK

**EXTENSION OF JUDGMENT** 

CRAIG E. CAMMOCK SkagitLawGroup,PLLC

360-336-6502

#5568215-RAQ

P.O. Box 1048 Mount Vernon, WA 98273

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#### MOTION

COMES NOW the Plaintiff, pursuant to RCW 6.17.020, and petitions the Court to extend that certain judgment entered against CHRISTOPHER WHITE aka CHRISTOPHER LEE WHITE and JANE DOE, his spouse, herein on 05/17/10 for an additional ten (10) years, in that said judgment remains wholly or partially unsatisfied despite diligent collection efforts by the Plaintiff.

CRAIG E. CAMMOCK, WSBA #24185
Attorney for Plaintiff
ORDER

Attorney for Plaintiff
ORDER

WSBA #33548

THIS MATTER coming on regularly before the above entitled Court upon motion of plaintiff for extension of judgment against CHRISTOPHER WHITE aka CHRISTOPHER LEE WHITE and JANE DOE, his spouse; the Court having examined the files and records herein; and the Court being fully advised, now, therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that Plaintiff's application is granted and Plaintiff's judgment, together with costs of \$230.00 for a total judgment in the amount of \$6584.47 is hereby extended for an additional 10 years expiring 05/17/2030

DATED this Brand day of May 2020.

JUDGE/COURT COMMISSIONER

Presented by:

CRAIG E. CAMMOCK, WSBA #24185

Attorney for Plaintiff

Jeannie Englund WSBA #33548

EXTENSION OF JUDGMENT

#5568215-RAQ

CRAIG E. CAMMOCK SkagitLawGroup,PLLC

P.O. Box 1048

Mount Vernon, WA 98273

360-336-6502

EXHIBIT C

# FILED

20 SEP 25 PM 3: 34

HEIDI PERCY COUNTY CLERK SNOHOMISH CO. WASH ORIGINAL

No.: 10-2-07879-5

AFFIDAVIT FOR WRIT

OF GARNISHMENT ON

CONTINUING LIEN

JUDGMENT FOR

ON EARNINGS &

CONTRACT

PAYMENTS UNDER



SNOHOMISH COUNTY SUPERIOR COURT, STATE OF WASHINGTON

STATE OF WASHINGTON,

SB&C, LTD aka SKAGIT BONDED COLLECTORS, L.L.C., Plaintiff,

VS.

CHRISTOPHER WHITE aka CHRISTOPHER LEE WHITE and JANE DOE, his spouse, Defendant(s).

THE BOEING COMPANY dba BOEING Garnishee

STATE OF WASHINGTON SS. COUNTY OF SKAGIT

The undersigned, being first duly sworn on oath deposes and says:

- 1. I am a legal clerk and custodian of the records for SB&C, LTD aka SKAGIT BONDED COLLECTORS, L.L.C.. I make this affidavit in support of Assignee of Plaintiff's application for a Writ of Garnishment.
- 2. As of this date, 9/21/2020, the above-named defendant is indebted to Assignee of Plaintiff in the amount of \$6662.74, on a wholly or partially unsatisfied judgment in the principal amount of \$2330.00, plus collection costs and/or treble damages of \$0.00, plus court costs and reasonable attorney's fees in the amount of \$617.50 and interest in the sum of \$3715.24. Interest accrues at the rate of 12% per annum.

CRAIG E. CAMMOCK SkagitLawGroup,PLLC 360-336-6502 P.O. Box 1048 Mount Vernon, WA 98273

AFFIDAVIT OF WRIT OF GARNISHMENT

#5568215-RAQ

Writ of Garnis! 6

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1 3. I have good reason to believe and do believe that the 2 garnishee defendant: THE BOEING COMPANY dba BOEING ATTN: GARNISHMENTS P.O. BOX 3707 M/C 6X5-22 3 SEATTLE, WA 98124-2207 4 is indebted to the defendant in amounts exceeding those exempted from 5 garnishment by any state or federal law, or that the garnishee defendant has possession or control of personal property or effects belonging to the 6 defendant which are not exempted from garnishment by and state or federal law. 7 4. The garnishee defendant is believed to be the employer of the 8 defendant herein. 9 Assignee of Plaintiff is attempting to collect a debt, and any 10 information obtained will be used for that purpose. 11 I certify and declare under penalty of perjury under the laws 12 of the State of Washington that the foregoing is true and correct. 13 SB&C, LTD aka SKAGIT BONDED COLLECTORS, L.L.C. 14 15 BY: RAQUEL RINCON-GUZMAN 16 17 ASSIGNEE OF PLAINTIFF'S ADDRESS SB&C, LTD aka SKAGIT BONDED COLLECTORS, L.L.C. 1520 E. COLLEGE WAY P. O. BOX 519 19 MOUNT VERNON, WA 98273 TELEPHONE: (360) 336-3116 20 21 22 23 24 25 AFFIDAVIT OF WRIT OF GARNISHMENT CRAIGE CAMMOCK SkagitLawGroup,PLLC 360-336-6502 #5568215-RAQ P.O. Box 1048 Mount Vernon, WA 98273

EXHIBIT D

Dear SB&c, Ltd aka SKAGIT BONDED COLLECTORS, L.L.C. Or whom it may concern, No: 10-2-07879-5

I Christopher Lee White and I, Deborah White, maiden name Deborah Goodson, were married on 08-20-16, in snohomish county, find attached marriage certificate. I am telling you to stop garnishing our paycheck, and return any and all money ASAP, that you have already garnished!

You have 10 days from the date of this letter sent via fax, on 10-15-20 to stop garnishing our martial, community property paychecks!

Thank you!

Christopher White

Deborah White



# **Washington State** CERTIFICATE OF MARRIAGE

COUNTY OF LICENSE:	SNOHOMISH
DATE VALID	NOT VALID AFTER
07 28 2016	091 23 20/6

Marriage ceremony must be performed in the State of Washington.

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20161020	4927	40		**	00		PG			
20161020 10/20/20 SNOHOMIS	H CO	UNT	Ÿ,	NAS	HIM	STO	N			

201607254049 1 PG
07/25/2016 3:56pm \$66.00
SNOHOMISH COUNTY, MASHINGTON

Duplicate Original

Please type or print clearly	in permanent black ink.	State File Numb
, inner cibra or bring area.		

COUNTY AUDITOR		After a fifty of	· · · · · · · · · · · · · · · · · · ·			
COUNTY AUDITORIS SIGNATURE	Weikel		OCT 2 0 2016			
PERSON A CHECK ONE DE	BRIDE GROOM D SPOUSE	PERSON B CHECK ONE D BRIDE ST GROOM D SPOUSE				
LEGAL NAME BEFORE MARRIAGE (FIRST/MI		LEGAL NAME BEFORE MARRIAGE (FIRST/MIDDLE/LAST)				
	istine Goodson					
BIRTH NAME (IF DIFFERENT)	MALE OF FEMALE	BIRTH NAME (IF DIFFERENT)	MALE   FEMALE			
CURRENT RESIDENCE - STREET, CITY/TOW 413 46th St. SE	Everett	CURRENT RESIDENCE - STREET, CITY/TOW 413 46 54. 56	N Everett			
COUNTY OF RESIDENCE	STATE OF RESIDENCE	COUNTY OF RESIDENCE	STATE OF RESIDENCE			
Snohomish	WA	Snohomish	WA			
DATE OF BIRTH (MMIDDITYY)	COUNTRY) WA	DATE OF BIRTH (MMIDDLYTT) 1983	BIRTH STATE (IF NOT USA, PROVIDE COUNTRY)			
Roberta G	Duand +	MOTHERPARENT BIRTH NAME TUINANAU U	LEPA ,			
FATHER/PARENT BIRTH NAME		FATHER/PARENT BIRTH NAME				
Thomas Good	dson	PAYMOND WH	ITE			
MOTHER/PARENT BIRTH STATE (OR COUNTRY) Alaska	FATHER/PARENT BIRTH STATE (OR COUNTRY) California	MOTHERPARENT BIRTH STATE (OR COUNTRY) AWEEKAN SAMOA	FATHER/PARENT BIRTH STATE (OR COUNTRY)  CALIFORNIA			
OFFICIANT		1. 14. 15. 15. 15. 15. 15. 15. 15. 15. 15. 15				
		County noted above, did on this				
DATE OF MARRIAGE (MM(DD)YYYY)	COUNTY OF CEREMONY	TYPE OF CEREMONY (CHECK ONE)	DATE SIGNED (MM DD YYYY)			
08/20/2016	SNOHOMISH	GMELIGIOUS DICTVIL	08 20 2016			
OFFICIANT'S ADDRESS (STREET, CITY, STAT	TE AND ZIP CODE) PLEASE PRINT		OFFICIANT'S DAYTIME PHONE			
3661 PHINNEY AV	N SEATLE W	A 78103	206-617-5679			
DRC LAEL A	TRINSON	OFFICIANT'S SIGNATURE	0 1.1.			
WITNESS SIGNATURE	LIN2CH	WITNESS SIGNATURE	- yee han			
* Kande		x Mex				
PERSON A SIGNATURE X			D81 20 12016			
PERSON & SIGNATURE	. `		DATE SIGNED (MMIDDIYYYY)			
x (in ()	to		08 120 12016			
DOH/CHS 005 (REV 12/2012)			FORM VALID ON DECEMBER 6, 2012			

**EXHIBIT E** 



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# Terms and Conditions (Remitter and Payee):

- \* Please keep this copy for your record of the transaction
- \* The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
  - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
  - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- \* Placing a Stop Payment on a Cashier's Check
  - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
  - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- \* Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

FOR YOUR PROTECTION SAVE THIS COPY CASHIER'S CHECK

Customer Copy

1520

Remitter:

DEBORAH C WHITE/CHRISTOPHER L WHITE

\$\*\* 7.200.00 \*\*

Pay To The SB & C /SKAGIT BONDED COLLECTORS Order Of:

NON NEGOTIABLE

11/06/2020 Void after 7 years

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

11/06/2020

Date

0 vi

view true waterman 520 91-2

282111107 NEW 01/08 8810004306

Remitter:

3.5

DEBORAH C WHITE/CHRISTOPHER L WHITE

Pay To The SB & C /SKAGIT BONDED COLLECTORS Order Of:

Pay: SEVEN THOUSAND TWO HUNDRED DOLLARS AND 00 CENTS

\$\*\* 7,200.00 \*\*

AE: 8215 and 557 812 Marro, Case# 10-2-07879-5

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Rill All

Reginald Chambers, Chief Administrative Officer JPMorgan Chase Bank, N.A.

Phoenix, AZ

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11-6-20

Dear SB and C, Ltd. RE#: 8215 and 1812, Case#: 10-2-07879-5 I don't understand why you sent me this lengthy letter on October 30th, 2020, I simply just asked to be sent the total amount supposedly owal on the judgement. The Sep. 25th, 2020 garnishment you signed says that the total amount is 4 7078.29 which includes estimated interest for 90 days. As I explained, this just needs to be stopped from garnishing my checks, so I am enclosing a payment of \$7,200.00, which should cover any other expenses or interest, send me back the difference within 10 days. Just to be clear, I am only paying this to stop the garnishment, as the garnishment is holding up the purchase of a home for my family that we put a substantial amount of Ernest money down on back in August of 2020, and have been told by my Mortgage lender we cannot close our mortgage with the garnishment from my checks.

Christopher White

EXHIBIT F

Nov. 12. 2020 4:52PM: SB&C LTD

No. 6250 7. 1



T'0:-	PROMI					
christopher white	may					
COMPANY:	DATE	The state of the s				
	11.1	2.20				
FAX NUMBER.	T.700,000,000	PHONE NUMBER:				
425-259-3363	360.848.6552					
RE		NO. OF PAGES INCIUDIN	G COVER			
8215	5					
		<b>0</b>				
URGENT POR REVIEW	D PLEASE COMMENT	DPLEASE REPLY	D PLEASE RECYCLI			

The information contained in this transmission is confidential and intended solely for the use of the recipient named above. Dissemination, distribution, or duplication of this communication by other than the intended recipient is staictly probibited. If received in error, please notify us immediately by relephone at the number listed below, and return this document to us at the address below via U.S. Mail. Postage costs will be reimbursted.

P.O Box 518/1520 E COLLEGE WAY

MOUNT VERNON, WA 98273

(360) 336-3116 OR TOLL FREE (877) 336-3116 FAX# (360) 338-5109

Nov. 12. 2020 4:52PM SB&C LTD

No. 6250 P. 2

A Professional Debt Collection Agency



1520 E. College Way P.O. Box 519 Mount Vernon, WA 98273 360-336-3116 360-336-5109 (fax)

November 13, 2020

Christopher White 413 46th St SE Everett, WA 98203

RE#:

8215

Case #:

10-2-07879-5

Balance:

\$ 7066.39

This letter constitutes an offer of settlement pursuant to ER 408 and this letter and all statements contained herein are intended to be inadmissible in any proceeding.

Dear Mr. White;

Pursuant to our recent communication, we attached a Settlement Agreement for \$7036.39. Please sign and return the agreement along with payment to the address provided on or before 11/12/20.

If you should have any additional questions, you can reach our office at the address or telephone number provided.

For your review, I also attached a complete breakdown. This breakdown includes costs associated with the pending garnishment that have not been reduced to Judgment in the amount of \$567.25.

Respectfully,

May Rylee, Supervisor SB&C Ltd.

SB&C Ltd. is a professional debt collection company.

This is an attempt to collect a debt.

Any information obtained will be used for that purpose.

Nov. 12 2020 4:52PM SS&C LTD

No. 6250 P. 9

# <u>5568215</u>
ID RAQ

# SETTLEMENT AGREEMENT (Garnishment)

WHEREAS:

The undersigned Defendant(s) wishes to resolve this judgment, Cause# 10-2-07879-5 without further action.

Defendant(s) acknowledges that if the legal process continues, SB&C, LTD a/k/a Skagit Bonded Collectors, L.L.C (SB&C) will prevail and enforce the judgment against Defendant(s) for amounts due to Plaintiff in an amount sufficient to cover costs, attorney's fees and part or all of the balance due.

SB&C is willing to proceed with the collection of the judgment, but will accept a reasonable offer of settlement if made by Defendant(s).

THEREFORE:

Defendant(s) offers to pay SB&C \$ 7036.39 . SUCH SUM SHALL BE IN FULL SETTLEMENT AND SATISFACTION OF THE JUDGMENT.

SB&C agrees to accept the above offer by the Defendant(s) and upon receipt of the balance SBC agrees not to pursue the current judgment, nor take further garnishment action on this judgment.

SB&C and Defendant(s) hereby release, remise, acquit and forever discharge each other, together with its employees, clients, agents, representatives, attorneys, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions, from any and all actions and causes of action, judgments, suits, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done by either SB&C or Defendant(s) prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to the subject matter of the Complaint, the judgment, this garnishment, or any of the transactions or events associated therewith.

Notwithstanding anything to the contrary, this release shall be limited to: (i) a release by SB&C of those claims by SB&C against Defendant(s) that were expressly set forth in the

Nov. 12. 2020 4:52P# SB&C LTD

No. 6250 P. 4

complaint and which were subsequently reduced to judgment resulting in this garnishment; and (ii) those claims by Defendant(s) that were, or could have been, brought against SB&C as a counterclaim in this suit or which arise out of or relate to the garnishment or this settlement agreement. Also notwithstanding anything to the contrary, this release shall not in any way release Defendant(s) from any accounts that SB&C has or will try to collect from Defendant(s) in the future other than those accounts set forth in the complaint for which final judgment was entered.

Defendant(s) is/are hereby advised that the Defendant(s) has/have the opportunity to have this document reviewed by counsel of Defendant's choice prior to signing. Defendant(s\_) agrees that no interpretation or construction shall be made with respect to this document based on which party drafted the document.

IN WITNESS WHEREOF, the undersign	ned have hereunto set their hands this day of
	SB&C, LTD. a/k/a Skagit Bonded Collectors, L.L.C.
X	BY:Signature (SB&C, Ltd.)
Print Defendant Name	Print name (SB&C, Ltd.)
	Title (SB&C, Ltd.)

Nov. 12. 2020 4:52PM SB&C LTD

No. 6250 P. 5

This information is provided to assist you in determining how the balance was arrived at and to whom the original balance was owed. You may owe SB&C balances that are not included in the accounts that are the subject of this document. Please check with our office at the number shown on the front to determine if you have additional balances due. This communication is from a debt collector.

ACCOUNT #	T # CREDITOR			INT	RATE	SERVICE	DTE
8215	WESLEY	STREET	CONDOMINIUM9***	9.00	0%	08/01/09	)
1812	WESLEY	STREET	CONDOMINIUMS * * *	9.00	01	09/01/09	,

ACCOUNT	#	PRIN	INT	NSF	CC	ATTYS	CTHER	AGCY II	IT TOTAL	
									·	
8215		2150.00	120.00	0.00	784.75	200.00	0.00	3359.66	6614.41	
1812		180.00	10.00	0.00	0.00	0.00	0.00	261.98	451.98	

KEY

PRIN: - PRINCIPAL ASSIGNED BY CREDITOR

INT = INTEREST, SERVICE CHARGES, AND/OR LATE FEES ACCRUED PRIOR TO ASSIGNMENT
MSF = IF THERE WAS AN MSF CHECK(S), THIS WILL BE THE REASONABLE HANDLING FEE(S)

AND/OR NEF COLLECTION COSTS (IF ANY) AUTHORIZED BY RCW 62A.3-515.

CC = COURT COSTS

ATTYS = ATTORNEY FEES AUTHORIZED BY THE COURT OR BY STATUTE
OTHER = IF THE CREDITOR IS A PUBLIC BODY, A COURT, OR A CREDIT
UNION, THIS IS A CHARGE AUTHORIZED BY RCW 19.16.500,

RCW 3.02.045. OR RCW 31.12.402(5) RESPECTIVELY. IF THIS IS AN NSF CHECK, THIS IS A PENALTY FEE AUTHORIZED BY RCW 62A.3-515 IF THIS IS A COMMERCIAL ACCOUNT. THIS IS A COLLECTION COST AUTHORIZED BY RCW 19.16.250 (21).

AGCY INT - INTEREST ACCRUED SINCE THE ACCOUNT WAS ASSIGNED FOR COLLECTION

INT RATE = CURRENT RATE AT WHICH INTEREST ACCRUES (PER ANNUM)